

Memorandum of Understanding between
The United States Environmental Protection Agency
and
FIELD(COMPANY)

I. Common Agreements and Principles

- A. This is a voluntary agreement between **FIELD(COMPANY)** ("ENERGY STAR® Partner" or "Partner") and the United States Environmental Protection Agency (EPA), by which **FIELD(COMPANY)** joins the ENERGY STAR Program. The terms of this MOU shall apply to televisions (TVs), videocassette recorders/videocassette players (VCRs), and TV/VCR combination units sold by Partner in the U.S. market under its own brand name(s).
- B. ENERGY STAR Partner and EPA agree that the primary purpose of the ENERGY STAR Program is to promote the manufacturing and marketing of energy-efficient equipment, thereby potentially reducing combustion-related air pollution.
- C. ENERGY STAR Partner and EPA agree that the use of energy-efficient equipment may also reduce household energy bills and increase profits and competitiveness for businesses.
- D. ENERGY STAR Partner and EPA agree that the ENERGY STAR Program may also improve or enhance equipment's useful lifetime, customer satisfaction, and overall product quality.
- E. ENERGY STAR Partner and EPA agree that publicizing the ENERGY STAR Program is important to demonstrate the following: the concern of Partner for the environment, the vitality of the free enterprise system in reducing costs, and the capability of voluntary programs to achieve environmental goals.
- F. ENERGY STAR Partner and EPA agree that as technologies and markets change, it may become desirable to revise the specifications contained in this MOU. ENERGY STAR Partner and EPA agree to work together to revise the specifications in the MOU if and when changes in technology and/or markets make these revisions desirable and necessary. ENERGY STAR Partner and EPA also agree that a reasonable effort should be made to consider the ideas and opinions of other ENERGY STAR TV/VCR Partners to achieve a consensus when revising the specifications contained within this MOU.
- G. ENERGY STAR Partner and EPA agree that the integrity of the ENERGY STAR TV/VCR Program and the ENERGY STAR logo depend on consumer recognition of the ENERGY STAR logo as a means of identifying the most energy-efficient products in a particular market. Therefore, ENERGY STAR Partner and EPA will revise the technical specifications as necessary to ensure that only the most energy-efficient products qualify for the ENERGY STAR logo. ENERGY STAR Partner and EPA will accomplish this goal by periodically reviewing the specifications and adopting the technically feasible revisions to these specifications.
- H. ENERGY STAR Partner and EPA agree that any product model that qualifies for the ENERGY STAR logo may continue to bear the ENERGY STAR logo until the model is phased out of the market, as long as it continues to meet the specifications under which it was originally qualified (i.e., new specifications will not apply retroactively to previously qualified products).
- I. ENERGY STAR Partner and EPA agree that maintaining public confidence in the ENERGY STAR

Program is critical to achieving the shared goals of Partner and EPA.

J. ENERGY STAR Partner and EPA agree that membership in the ENERGY STAR Program is essential to the cooperative effort to achieve the shared goals stated above.

II. Definitions

A. Television (TV): A commercially available electronic product consisting of a tuner/receiver and a monitor encased in a single housing. The monitor usually relies upon a cathode-ray tube (CRT), liquid crystal display (LCD), or other display device. The TV is designed to receive and display a television signal broadcast by antenna, satellite, or cable. To qualify, the TV must be capable of being powered from either a wall outlet or a battery unit that is sold with an AC adaptor. For purposes of this agreement, this definition does not include televisions that require additional power to receive and process signals that contain information and/or data for electronic program guides.

B. Videocassette Recorder/Videocassette Player (VCR): An electronic product designed to play and/or record video tape. To qualify, the VCR must be capable of being powered from either a wall outlet or a battery unit that is sold with an AC adaptor. For purposes of this agreement, this definition does not include videocassette recorders/videocassette players that require additional power to receive and process signals that contain information and/or data for electronic program guides.

C. TV/VCR Combination Unit: A system in which the TV and VCR are combined into a single unit and which meets all of the following criteria: the VCR is included in the television casing; it is not possible to measure the power requirements of the two components separately without removal of the television casing; and the system is connected to the wall outlet through a single power cable. To qualify, the TV/VCR must be capable of being powered from either a wall outlet or a battery unit that is sold with an AC adaptor. For purposes of this agreement, this definition does not include TV/VCRs that require additional power to receive and process signals that contain information and/or data for electronic program guides.

D. Standby Mode: The product is connected to a power source, produces neither sound nor picture, does not transmit nor receive program information and/or data (excluding data transmitted to change the unit's condition from "standby mode" to "active mode"), and is waiting to be switched to "on" (active/play mode) by a direct or indirect signal from the consumer, e.g., with the remote control.

E. Active/Play Mode: The product is connected to a power source, produces sound and/or picture, and/or records or plays videotape. The power requirement in this mode is typically greater than the power requirement in standby mode.

F. Disconnect: The product is disconnected from all external power sources.

III. Entry into Force and Duration

A. Both parties agree that the terms outlined in this MOU shall become effective when signed by both parties.

B. Both parties agree that, as of January 1, 1998, Partner may begin to qualify TV, VCR, and TV/VCR products, pursuant to Section IV.C., below. Note that this date was selected to coincide with the Consumer Electronics Show®.

C. Both parties agree that this MOU will remain in force until December 31, 2000. Both parties agree to begin a formal review of this MOU on July 1, 1999. Both parties agree that on or before January 1, 2001 a new or revised MOU may be developed in order to extend the program into a second phase. At that time, the Partner may choose to sign the new/revised MOU and continue its participation in the Program.

D. Both parties agree that this agreement can be terminated by ENERGY STAR Partner or EPA at any time, and for any reason, with no penalty. However, both parties agree that termination for noncompliance would only occur in accordance with the procedures of Section VII., below.

IV. ENERGY STAR Partner's Responsibilities

A. Appointment of Liaison

ENERGY STAR Partner agrees to appoint a responsible representative of the company as liaison with EPA for the ENERGY STAR Program and to notify EPA within one month of any change in liaison responsibility. (See Attachment.)

B. Number of Products Required

ENERGY STAR Partner agrees to market during the duration of this agreement one or more product models with power requirements that do not exceed the specifications outlined in Section IV.C., below.

C. Product Qualification for the ENERGY STAR Logo

PRODUCT	STANDBY MODE
TV	3 Watts
VCR	4 Watts
TV/VCR Combination	6 Watts

D. Product Testing

Partner agrees to perform tests according to the criteria specified in Section IV.E., as necessary, to determine which of its product models comply. Based on the results of these tests, Partner shall self-certify those product models that it determines are compliant with the specifications outlined above. Partner may submit information to EPA on compliant product models on a voluntary basis.

E. Power Measurement

The power requirement shall be measured from the outlet or power supply source, to the product under test. Partner shall measure the average True Power (in watts) of the product. When a Partner is performing measurements to self-certify a product model, the products under test must be in the condition (e.g., configuration and settings) shipped to the customer. See the attached Testing Guidelines for ENERGY STAR® TV/VCR Program for more information.

F. Customer Education

1. Identification of Qualifying Products in the Marketplace

ENERGY STAR Partner must ensure that consumers have a quick and easy method of determining which of their products are ENERGY STAR compliant. To achieve this goal, EPA recommends that Partner

place the ENERGY STAR logo on all qualified TV, VCR, and TV/VCR models, their packaging, and product-related materials such as brochures, manuals, and advertisements.

2. Product Literature

It is important that consumers can identify and understand the energy-saving characteristics of the product models that the Partner qualifies as ENERGY STAR compliant. Accordingly, Partner agrees to provide general information to consumers regarding the ENERGY STAR status of their TVs, VCRs, and TV/VCRs that may include one or more of the following: a description of the ENERGY STAR Program, a discussion of the energy-saving characteristics of the product, a description of the environmental benefits that result from the energy saved by the product, and a description of the potential energy-bill savings of the product. Partner may determine the best manner through which to disseminate this general information to customers. Examples of acceptable approaches include user's manuals and brochures included in the shipping boxes.

G. Employee Education

ENERGY STAR Partner agrees to provide information about the ENERGY STAR Program to all of its employees whose jobs are relevant to the development, marketing, sales, and service of ENERGY STAR labeled products. This is necessary to ensure that such personnel are familiar with the goals and operational aspects of the program.

H. Reading and Understanding Logo Use Guidelines

ENERGY STAR Partner affirms that it has read and understood the EPA ENERGY STAR Logo Use Guidelines (attached).

I. Customer Testimonials

Partner agrees that, at EPA's request, it will ask retailers to locate customers who have profited from the program and are willing to share information about performance and savings, as well as employees who have contributed in its success. This customer- or employee-supplied information is to be without reference or endorsement of specific Partner, specific products, or other supply sources.

J. Endorsement

ENERGY STAR Partner understands that participation in the ENERGY STAR Program does not constitute EPA endorsement of ENERGY STAR Partner or its products. In addition, since the EPA will not officially approve any individual test reports submitted by Partner, Partner may not include misleading statements in product literature that imply a product is approved or certified by the EPA, i.e., Partner shall not make claims such as "This TV is EPA approved," or "This VCR is EPA certified."

K. Energy-Saving Features and Product Performance

ENERGY STAR Partner agrees to ensure that the energy-saving features or design of the ENERGY STAR compliant product will not interfere with or adversely impact the performance of the product.

V. EPA's Responsibilities

A. Appointment of Liaison

EPA agrees to designate a single liaison point for the ENERGY STAR Program, and to notify Partner within one month of any change in liaison responsibilities. Please send the signed MOU and other correspondence to this person. (See Attachment.)

B. Product Testing

EPA agrees to accept the certification by the Partner, whether it is self-determined or determined by an independent third party, that their qualifying product models satisfy the specifications set forth in this MOU. While this is a self-certifying process, EPA reserves the right to conduct tests on products bearing the ENERGY STAR logo from either the open market or other available sources, or voluntarily received from Partner.

C. Consumer Acceptance

EPA agrees to make an effort to encourage consumer acceptance of products introduced under this agreement and bearing the ENERGY STAR logo.

D. Public Recognition

EPA agrees to provide Partner with recognition for its public service in protecting the environment by performing analyses about the pollution prevented by corporate participants, and providing this and other program information to appropriate news media sources for publication.

E. Consumer Education

EPA agrees to promote energy-efficient equipment, and to inform consumers about the ENERGY STAR Program and the ENERGY STAR logo by writing articles and/or by cooperating with the news media by sharing information, where appropriate.

F. Public Service Advertisements

EPA agrees to work with Partner independently and/or in conjunction with other Partners to coordinate the placement of advertisements to promote energy-efficient equipment, educate consumers about the ENERGY STAR Program and logo, and provide Partner with due recognition for its public service in protecting the environment.

VI. Use of the ENERGY STAR Logo and Name

A. ENERGY STAR Materials

EPA agrees to loan Partner, at no charge, materials from which Partner can reproduce the ENERGY STAR logo.

B. Associating Logo with Qualifying Models

It is the responsibility of the Partner to associate EPA, the ENERGY STAR logo and name, and the ENERGY STAR Program only with those specific models that qualify under the terms and conditions of this MOU. See attached EPA ENERGY STAR Logo Use Guidelines for more details and specific examples.

C. Referring to the ENERGY STAR Logo

When the ENERGY STAR logo is used, Partner agrees that it shall be accompanied by the following statement: "As an ENERGY STAR® Partner, **FIELD(COMPANY)** has determined that this product or product model meets the ENERGY STAR® guidelines for energy efficiency." When the ENERGY STAR logo is applied directly to the product, Partner may place this statement in the user's manual.

D. Registered Marks

ENERGY STAR Partner understands that the ENERGY STAR® name and the ENERGY STAR logo are registered marks of the United States Government as represented by the Administrator of EPA, and are subject to the provisions of Title 15, Chapter 22, United States Code, the various state laws applicable to trademarks, and this Memorandum of Understanding. As such, the Partner shall note this registered

status, as appropriate. This may include: (a) inserting the registered symbol,[®], next to the ENERGY STAR name (i.e., ENERGY STAR[®]) each time it appears in a brochure, poster, advertisement, or other document, or (b) providing the following statement: "ENERGY STAR is a U.S. registered mark." See the attached EPA ENERGY STAR Logo Use Guidelines for more details.

E. Endorsement

Partner may not utilize the logo in a manner that might imply EPA endorsement of the Partner or of Partner's products.

F. Altering Logo

ENERGY STAR Partner agrees not to alter the ENERGY STAR logo except in the ways described in the ENERGY STAR Logo Use Guidelines.

G. Termination of Agreement

If either EPA or Partner terminates this Agreement, Partner will no longer be entitled to apply the ENERGY STAR logo to newly manufactured products, and will no longer make reference to the ENERGY STAR Program so as to construe continuing involvement in the program. Any products bearing the logo that have been shipped by the Partner prior to program termination may continue to bear the logo until the product model is discontinued.

VII. Conflict Resolution

A. Good Faith Principle

Each party agrees to assume good faith as a general principle for resolving conflicts under the ENERGY STAR Program.

B. Notification of Problems

Both parties agree to notify each other informally if any problems or issues arise and to work together to provide maximum public confidence in the program.

C. Procedure for Addressing Noncompliant Products

1. If EPA receives information that one or more products certified by Partner as ENERGY STAR compliant may not meet all of the terms of this MOU, then EPA will immediately notify Partner and attempt to address and resolve the problem informally.
2. If these informal discussions do not produce a mutually agreeable resolution, EPA will notify Partner in writing that Partner shall be terminated from the program unless it undertakes the specific corrective actions sought by EPA. Partner agrees to reply to EPA in writing within 20 business days of receiving EPA's letter. At that time, Partner shall agree to do one of the following: (a) undertake in a timely and effective manner, the corrective actions sought by EPA; or (b) voluntarily terminate this agreement. If Partner does not respond to EPA's letter within 20 business days, or responds but does not agree to either (a) or (b), then this agreement is terminated.

D. Notification in Writing

If ENERGY STAR Partner believes that EPA is not meeting all of its commitments, Partner agrees to notify EPA formally in writing. EPA agrees to respond in writing within 20 business days of receiving ENERGY STAR Partner's letter. At that time, EPA will do one of the following: (a) undertake the corrective actions sought by Partner, or (b) explain why such corrective actions cannot be undertaken.

VIII. Freedom of Information Act and Confidential Business Information

Both parties understand that information provided by Partner to EPA will be treated pursuant to EPA's public information regulations under 40 Code of Federal Regulations, Part Two.

* * * * *

The undersigned hereby execute this Memorandum of Understanding on behalf of their parties. The signer of this agreement affirms that he/she has the authority to commit Partner to participation in the ENERGY STAR TV/VCR Program.

For the U.S. Environmental Protection Agency (EPA):

Signature: _____ Date: _____

Name: Paul M. Stolpman
Title: Director, Office of Atmospheric Programs

FIELD(COMPANY):

Signature: _____ Date: _____

Name: _____

Title: _____

ATTACHMENT

Please complete and return with the signed Memorandum of Understanding.

EPA Contact:

Craig Hershberg
Energy Star Home Electronics
US EPA (MC 6202N)
401 M. Street, S.W.
Washington, DC 20460

Overnight Delivery Address:

Craig Hershberg
Energy Star Home Electronics
US EPA (MC 6202N)
800 N. Capitol St., Ste. 580
Washington, DC 20002
Phone: (202) 564-1251; Fax (202) 565-6674

FIELD(COMPANY)'s Contacts:

Primary Contact (to receive all administrative materials):

Name:
Title:
Address:
City, State, ZIP:
Telephone Number:
Fax Number:
E-mail Address:
Location of US Headquarters:

Marketing/PR Contact (to receive promotional/marketing materials and info.):

Name:
Title:
Address:
City, State, ZIP:
Telephone Number:
Fax Number:
E-mail Address:

Switchboard Number or Sales Number (to be given to public for further information on all products):

Telephone Number:
Fax Number: